

SECTION D – PACKAGING AND MARKING

D.1 PACKAGING

All contract deliverables shall be submitted in accordance with the Service Provider's best commercial practice.

D.2 MARKING

All items, including reports, submitted to the Contracting Officer or to the Contracting Officer's Technical Representative (COTR) shall clearly indicate the following:

1. Contract Number;
2. Complete Delivery Address;
3. Name and Business Address of Service Provider;
4. Point of Contact;
5. Other Data or Identification Number as applicable;
6. Reports shall also include:
 - a. Name and Business Address of Service Provider;
 - b. Title of Report;
 - c. Contract Number;
 - d. Program Manager;
 - e. Phone Number;
 - f. IRS Customer requesting report.

D.3 POSTAGE AND FEES

All postage and fees related to the submittal of information including forms, reports, etc. to the Contracting Officer or the COTR shall be paid by the Service Provider.

SECTION E- INSPECTION AND ACCEPTANCE**E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer (CO) will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

E.2 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES INCORPORATED BY REFERENCE

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG 1996
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG 1996
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

(End Clause)

E.3 GENERAL ACCEPTANCE CRITERIA

The general quality measures as set forth below will be applied to each written deliverable received from the Service Provider (SP) under this contract. Any perceived conflict between quality measures referenced in Section C of this contract and the quality measures listed below should be immediately reported in writing to the CO and the COTR.

- Accuracy - Deliverables shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- Clarity - Deliverables shall be clear and concise. Engineering terms shall be used, as appropriate. All diagrams shall be easy to understand and relevant to the supporting narrative.
- Specification Validity - All deliverables shall satisfy the requirements of the Government as specified herein.
- File Editing - All text and diagrammatic files shall be editable by the Government.
- Format - Deliverables shall be submitted as specified in Section C, or subsequent formal written directions, in hard copy where applicable, and electronically via e-mail or digital copies on CD-ROM disk using Microsoft Office Products (e.g., Word and Excel) or Adobe Acrobat file format where applicable.
- Timeliness - Deliverables shall be submitted on or before the due dates or submitted in accordance with a later scheduled date established in writing by the CO.

SECTION E– INSPECTION AND ACCEPTANCE**E.4 INSPECTION**

Inspection shall be at the place of performance and delivery as stated herein.

E.5 PERFORMANCE EVALUATION

The Government will use a Quality Assurance Surveillance Plan (QASP), attachment to monitor compliance with contract terms and conditions and identify nonconforming services to determine appropriate action under the Inspection of Services contract clause and if necessary the Termination for Default contract clause. The QASP sets forth the method and manner by which the Government intends to conduct surveillance of work under the contract and is subject to the unilateral change by the Government without modification to the contract. All work required by the contract is subject to surveillance whether or not specifically included in the QASP.

If the SP performance fails to achieve the acceptable performance level and is clearly the fault of the SP, the Quality Assurance Evaluator (QAE) will prepare a Contract Discrepancy Report (CDR) and forward it, with the QAE log recording the unacceptable performance, to the CO. The seriousness of the situation should govern whether the CDR is provided to the CO as soon as unacceptable performance is indicated or wait until not later than the third workday of the month following the surveillance.

SECTION F – DELIVERY SCHEDULE**F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer (CO) will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

F.2 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES INCORPORATED BY REFERENCE

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.242-15	STOP-WORK ORDER	AUG 1989

(End Clause)

F.3 CONTRACT TERM

The contract shall have a 120-day Phase-In Period. The base period shall consist of 12 months with 4 one-year option periods. The total period of performance for this contract shall not exceed sixty (60) months, excluding the Phase-In Period. This contract is renewable pursuant to the clause in Section I of this contract, FAR 52.217-9, “OPTION TO EXTEND THE TERM OF THE CONTRACT.”

F.4 PLACE OF PERFORMANCE

The Contractor shall perform all work under this contract at the locations listed in Section J-6, TE 1B; however, this list is subject to change.

F.5 DELIVERY PROCEDURES

All materials and supplies ordered under this contract shall be delivered solely in accordance with the instructions set forth in this contract. The Government will not take responsibility for any Service Provider Furnished Property and Services.

F.6 REPORTS AND DELIVERABLES

Reports and deliverables are listed below. These plans shall be submitted to the CO for concurrence and incorporated into the contract.

F.6.1 STAFFING PLAN

As delineated in C.4.11, the SP shall submit a Staffing Plan. The final Plan shall be submitted to

SECTION F – DELIVERY SCHEDULE

the CO for concurrence within 30 calendar days after contract award and within five business days when changes occur throughout the life of the contract. The SP shall provide written notification of key personnel change within 24 hours after knowledge of such change.

F.6.2 QUALITY CONTROL PLAN

As delineated in Section C.4.11, the SP shall submit a Quality Control Plan (QCP). The final Plan shall be submitted to the CO for concurrence 10 business days prior to completion of the Phase-In Period, and within five business days after changes occur throughout the life of the contract.

F.6.2.1 Program Management Meeting Plan

As delineated in Section 4.1.2, the SP shall submit Quality Control reports and other performance measures 5 business days prior to the two program management meetings.

F.6.3 PHASE-IN PLAN

As delineated in Section C.4.8, the SP shall submit a Phase-In Plan. The final Plan shall be submitted to the CO for concurrence 15 calendar days prior to Phase-In start date and within five business days when changes occur throughout the life of the contract.

F.6.3.1 On-Site Orientation and Observation Plan

As delineated in Section C.4.8, the SP shall submit an Orientation and Observation (O&O) Plan. The final Plan shall be submitted to the CO for concurrence 15 calendar days prior to Phase-In start date and within five business days when changes occur throughout the life of the contract.

F.6.4 STRIKE CONTINGENCY PLAN

As delineated in Section C.4, the SP shall submit a Strike Contingency Plan. The final Plan shall incorporate any changes based upon the Phase-In Period. The final Plan shall be submitted to the CO for concurrence 10 business days prior to completion of the Phase-In Period and within five business days when changes occur throughout the life of the contract.

F.6.5 SUBCONTRACTOR MANAGEMENT PLAN

Not applicable to Government MEO.

As delineated in the "Small, HUB Zone Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan Outline" (See Attachment J-3), each year that the contract is in effect, the Contractor shall deliver Standard Form 294, "Subcontracting

SECTION F – DELIVERY SCHEDULE

Reports for Individual Contracts," and Standard Form 295, "Summary Subcontract Reports" in accordance with the instructions on the form and in compliance with the following schedule:

CALENDAR PERIOD	REPORT DUE	DATE DUE	SEND REPORT TO
10/01--03/31	SF 294	04/30	Contracting Officer & IRS OSDBU Specialist
04/01--09/30	SF 294	10/30	Contracting Officer & IRS OSDBU Specialist
10/01--09/30	SF 295	10/30	Contracting Officer & IRS OSDBU Specialist

F.6.6 PHYSICAL SECURITY PLAN

As delineated in Section C.4.5, the SP shall submit a Physical Security Plan. The final Security Plan shall be submitted to the CO for concurrence within 30 calendar days after contract award and within five business days when changes occur throughout the life of the contract.

F.6.6.1 Security Investigations

As delineated in section C.4.5, the SP shall submit requests for appropriate security clearances for all SP personnel within 15 working days of contract award.

F.6.7 SAFETY PROGRAM PLAN

As delineated in Section C.4.4, the SP shall deliver a Safety Program Plan. The final plan shall be submitted to the CO for concurrence no later than 60 calendar days after contract award.

F.6.7.1 Reporting Requirements (Accident)

As delineated in Section C.4.4.3, the SP shall prepare and submit and maintain Accident Reports throughout the life of the contract.

F.6.8 CONTINUITY OF OPERATIONS PLAN

As delineated in Section C.4.11, the SP shall submit a Continuity of Operations Plan. The final Plan shall incorporate any changes based upon the Phase-In Period. The final Plan shall be submitted to the CO for concurrence 10 business days prior to completion of the Phase-In Period and within five business days when changes occur throughout the life of the contract.

SECTION F – DELIVERY SCHEDULE**F.6.9 GFP PLAN**

As delineated in Section C.3, the SP shall submit a GFP Plan. The final GFP Plan shall be submitted to the CO for concurrence within calendar 30 days after contract award and within five business days when changes occur throughout the life of the contract.

F.6.9.1 Government Property Inventory Report

As delineated in Section C.3, the SP shall submit to the COTR within fifteen (15) business days after completion of the Phase-In, a detailed final Government Property Inventory Report, jointly approved by the Government and the SP. The SP shall maintain the records in a current status throughout the life of the contract

F.6.9.2 Annual Physical Inventory

As delineated in Section C.3, the SP shall conduct an annual physical inventory of all GFP. The SP shall submit a report of results to the COTR within 15 business days of inventory completion throughout the life of the contract. The SP shall conduct special inventories as directed. Special inventories may be required to resolve issues of GFP accountability, availability, condition, or usage.

F.6.9.3 Property Shortages and Damages

As delineated in Section C.3, the SP shall investigate and submit a formal report of shortage, loss, damage, or destruction of GFP to the COTR within three (3) business days after the discovery throughout the life of the contract.

F.6.10 WTMS TECHNICAL APPROACH

As delineated in Section C.1.7, the SP shall submit a WTMS Technical Approach. The deliverable shall be submitted to the CO for concurrence within 30 calendar days of contract award and within five business days when changes occur throughout the life of the contract.

F.6.11 WORK ORDER TECHNICAL APPROACH

As delineated in Section C.1.6, the SP shall submit a Work Order Technical Approach. The final deliverable shall be submitted to the CO for concurrence within 30 calendar days of contract award and within five business days when changes occur throughout the life of the contract.

G.1 AUTHORITY – CONTRACTING OFFICER (CO), CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (COTR) AND CONTRACTOR’S PROJECT MANAGER

G.1.1 CONTRACTING OFFICER (CO)

The CO for administration of this contract is: Pamela T. Lee.
The telephone number for the CO is 202-283-1291.

The CO, in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this contract, and notwithstanding any clauses contained elsewhere in this contract, the said authority remains solely with the CO. In the event the SP makes any changes at the direction of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

G.1.2 DTAR 1052.201-70 CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (COTR) DESIGNATION AND AUTHORITY (APR 2004)

- a) The Contracting Officer’s technical representative is:

(insert name, address, and telephone number)

(TO BE NAMED AT CONTRACT AWARD)

- b) Performance of work under this contract shall be subject to the technical direction of the COTR identified above, or a representative designated in writing. The term “technical direction” includes, without limitation, direction to the Contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.
- c) Technical direction must be within the scope of the specification(s)/work statement. The COTR does not have authority to issue technical direction that:
- 1) constitutes a change of assignment or additional work outside the specification(s)/work statement;
 - 2) constitutes a change as defined in the clause entitled “Changes”;
 - 3) in any manner causes an increase or decrease in the contract price, or the time required for contract performance;
 - 4) changes any of the terms, conditions, or specification(s)/work statement of the contract;

- 5) interferes with the Contractor's right to perform under the terms and conditions of the contract; or,
 - 6) directs, supervises or otherwise controls the actions of the Contractor's employees.
- d) Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five work days, with a copy to the Contracting Officer.
- e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the Contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c), above, the Contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.
- f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of clause, entitled "Disputes".

G.1.3 PROGRAM MANAGER AND PROJECT LEADERS

The SP's designated overall Logistics Services Operations Program Manager and the Project Leaders for each Logistics Services site for this contract are:

To Be Named By Service Provider
To Include Telephone Numbers

The SP's designated On-Site Project Leader for this contract shall have the authority to make any no-cost contract technical, hiring, and dismissal decision, or special arrangements regarding this contract per each Logistics Services site. The Program Manager shall be responsible for the overall management and coordination of this contract and shall act as the central point(s) of contact with the Government.

The Project Leaders shall have full authority to act for the SP in the performance of the required services. The Project Leaders or designated representatives shall meet with the COTR to discuss problem areas as they occur. The Project Leaders or designated representatives shall respond within the times specified in the contract requirements after notification of the existence of a problem. The Program Manager, Project Leaders, and all designated representatives, shall have the ability to effectively communicate, both verbally and in writing, to all applicable parties.

At a minimum, Project Leaders will be established at the following locations: Andover Campus, Atlanta Campus, Austin Campus, Brookhaven Campus, Covington Campus, Detroit Campus, Fresno Campus, Kansas City Campus, Main IR, Martinsburg, Memphis Campus, New Carrollton, Ogden Campus, and Philadelphia Campus.

G.2 INVOICES

Not applicable to the Government MEO.

- a) The original invoice shall be submitted monthly to the Accounting Office designated below. To improve the timeliness of the inspection and acceptance of delivered goods and/or services and receipt of payment by the SP, copies of the invoice, clearly identified as information copies, shall be submitted to the COTR and the CO concurrently.

Mailing Address:

Internal Revenue Service
Administrative Services Center
Accounts Payable Section
P.O. Box E
Beckley, WV 25801

FAX (304) 256-6033
Voice (304) 256-6000

Express Type Deliveries:

Internal Revenue Service
155 Blue Angel Lane
Beaver, WV 25813

- b) To constitute a proper invoice, the invoice must include the following information and/or attached documentation:
 - 1) Name of the business concern and invoice date;
 - 2) Contract number, and/or delivery order number, or other authorization for delivery of property or performance of services;
 - 3) Type and description, Contract Line Item Number (CLIN) , price and quantity of property, and services actually delivered or rendered;
 - 4) Shipping and payment terms;
 - 5) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent;
 - 6) Taxpayer Identification Number (TIN).

G.3 SUBMISSION OF “PUBLIC VOUCHERS FOR PURCHASES AND SERVICES OTHER THAN PERSONAL,” STANDARD FORM 1034 OR 1034(A) AND 1035 OR 1035(A) CONTINUATION

Not applicable to the Government MEO.

In addition to other contract requirements on SP payments, to be considered a proper invoice, the

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SP must submit the Standard Form 1034 or 1034(A) entitled "Public Vouchers for Purchases and Services Other Than Personal" concurrently with the invoice and/or payment voucher, in the same number of copies as the invoice and/or payment voucher, to the addressee(s) specified in this contract for submission of the invoice and/or payment voucher. In lieu of the use of the SF-1034 and SF-1035, the SP may submit suitable self-designed forms that contain the required information. The SF-1034 and SF-1035 are available from the Superintendent of Documents, Government Printing Office, Washington, DC 20402 or FAR Part 53, Forms. The continuation sheet shall be submitted as directed by the CO if additional information is required. All information will be filled in as specified on the form, including the following information:

- a) **VOUCHER NO.:** Show the numerical sequence number of the voucher submitted to the applicable addressee for the contract, regardless of the funding document. The first voucher submitted to the addressee will begin with the number "1" and the next voucher submitted to that addressee will be number "2", etc., throughout the life of the contract. Vouchers submitted to each of the other addressees, if applicable, will also begin with the number "1" and will be numbered sequentially as aforementioned throughout the life of the contract.
- b) **U.S. DEPARTMENT, BUREAU, and OR ESTABLISHMENT AND LOCATION:** The Contractor is to complete all information in this block in relation to the designated payment office, which is the accounting office designated to make payments.
- c) **DATE VOUCHER PREPARED:** Show the mailing date to the paying office.
- d) **CONTRACT NUMBER AND DATE:** Show the contract number and date.
- e) **REQUISITION NUMBER AND DATE:** Show the requisition number of the contract, modification or delivery order that is funding the contract payment.
- f) **PAYEE'S NAME AND ADDRESS:** Show the complete address of the company, including the ZIP code.
- g) **NUMBER AND DATE OF ORDER:** Show the number and date of the delivery order funding this payment or contract modification number funding the payment if no delivery orders are applicable. Insert the words, "Basic Contract" if only the basic contract is funding the payment.
- h) **DATE OF DELIVERY OR SERVICE:** Show the date delivery or service was completed.
- i) **ARTICLE OR SERVICES:** Show a synopsis of the articles delivered and/or services completed. There is no need to go into detail since this form will be attached to the invoice. Also show in this block the total amount of payments requested including this request for payment, and all other payments made for these articles and/or services for which this request for payment is being made. **QUANTITY, UNIT**

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PRICE AND AMOUNT BLOCKS SHOULD BE ON THE INVOICE AND/OR PAYMENT VOUCHER.

- j) TOTAL: Show the total amount requested for this payment.

G.4 IR1052-01-001, ELECTRONIC FUNDS TRANSFER (EFT) PAYMENTS

Not applicable to the Government MEO.

Effective May 1, 2002, in order to receive payments under this contract/award, contractors are required to register in the Central Contractor Registration (CCR) database. Beginning October 1, 2002, CCR will be the primary database used to obtain contractor information for all Federal Government contracts. Contractors can complete the on-line CCR registration process by accessing <http://www.ccr.gov>. Annual renewal of a contractor's registration is a requirement. There are mandatory fields in CCR that need to be completed before the registration can become active. For example, contractor business, name, address, telephone, point of contact, business start date, Data Universal Numbering System (DUNS) number (plus 4 digits, if applicable), Taxpayer Identification Number (TIN) and the Electronic Funds Transfer (EFT) account numbers to permit receipt of electronic payments, are all mandatory fields. Registration via the internet can generally be activated within 48 hours, if all the information is complete and accurate. Registration via another method can take up to 30 days.

The CCR web site contains information and a telephone number (888-227-2423) where a contractor can call to get an expedited DUNS number, in order to start the registration process. Contractors must obtain the EFT account numbers from its own financial institution, if not already known. Contractors will be ineligible for awards, if they are not registered in CCR, unless they meet an exception or apply for a waiver. Contractors requesting a waiver from CCR registration must apply via the Contracting Officer. Only the Bureau Chief Procurement Officer (BCPO) can approve a waiver from CCR registration and permit the award action, if the contractor is not registered in CCR. Any contractor meeting an exception or obtaining a waiver from CCR registration is still required to get an EFT account in order to receive electronic payments, in accordance with the Debt Collection Improvement Act. Contractors shall then submit a completed Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form (formerly SF 3881) directly to:

Internal Revenue Service
Office of Financial Applications Support and Technology
P. O. Box 3339,
Cincinnati, Ohio 45201-3339
Or Fax to: (513) 263-5020

The ACH Vendor/Miscellaneous Payment Enrollment Form can be obtained from the IRS Contracting Officer or from the IRS Office of Financial Applications Support and Technology, points of contact, Joan Aker or Nancy Estep at (513) 263-5069/5055, if not included in this solicitation/award.

In order for contractor invoices to be determined proper and payments made under applicable awards, contractor EFT information must be valid and current. Valid contractor EFT

information must include the Agency information; the Payee/Company information including Taxpayer Identification Number (TIN); and the Contractor's financial institution information, including the nine-digit routing transit number, account type and account number. If the contractor is registered in CCR, changes can be made to its business profile at any time. Under this award, **if any changes are made to the mandatory business information in CCR, the contractor is required to notify the IRS Beckley Finance Office within three (3) business days.** Under this award, those contractors not registered in CCR but enrolled in EFT payments, are also required to report any changes to their business information to the IRS Beckley Finance Office within three (3) business days. **Contractors can e-mail notification of their changed CCR and EFT business information directly to:**

CFOBFC.CCRPaymentinformation@irs.gov

Valid contractor EFT payment information is required in order for the Government to make any payment under this award. Invoices received prior to the receipt of valid EFT information shall be deemed improper for the purpose of prompt payment under this award and payments will be rejected or suspended.

Contractors may only request a waiver from EFT payments if they meet one of the criteria listed on the Request for Waiver of Electronic Funds Transfer (EFT) Payment Form. The waiver request form can be obtained via the Contracting Officer or the IRS Office of Financial Applications Support and Technology at telephone (513) 263-5069/5055 or e-mail Nancy.V.Estep@irs.gov or Joan.Aker@irs.gov. Waivers from EFT Payments are only granted by the IRS Office of Financial Applications Support and Technology and contractors must obtain the waiver from EFT payments, prior to award being made.

G.5 PAID SYSTEM

Access On-line Payment Information: The U. S. Department of Treasury, Financial Management's Payment Advice Internet Delivery (PAID) system provides contractors with invoice payment information included with an Electronic Funds Transfer (EFT) payment made via the Automated Clearing House (ACH) payment system. PAID is free to contractors with Internet access.

Registration for the PAID system can be done on-line at <http://fms.treas.gov/paid/> (Note: no "www"). Register using your Taxpayer Identification Number (TIN) and then select a user ID, password, and a specific method of delivery. The PAID webmaster will verify your registration and notify you that your access has been activated within five (5) business days and confirm your acceptance by e-mail. Registered contractors can look up all payments, or search by invoice number, amount, date of payment and other remittance information, such as, interest penalty or discounts taken. Access is limited to your payment data and the information is available for 60 days beginning the day after your account has been activated. If you have any questions about payment information found on PAID, contact IRS, Beckley Finance Center at (304) 256-6000.

G.6 CORRESPONDENCE PROCEDURES AFTER CONTRACT AWARD

To promote timely and effective administration, correspondence (except for invoices) submitted

under the contract shall be subject to the following procedures, unless otherwise stated in the contract:

- a. Technical Correspondence: Technical correspondence (where technical data issues are involved) shall be addressed to the COTR, with an informational copy of the correspondence to the CO.
- b. Other Correspondence: All other correspondence, which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract, shall be addressed to the CO.

G.7 1052.242-9000 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE(SEPT 2002)

a. Contractor Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. A final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

b. Electronic Access to Contractor Performance Evaluations

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following address: <https://cpscontractor.nih.gov>. The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame. Once registered, the contractor representative will use the website <https://cps.nih.gov> to access the evaluation for review and comment.

SECTION H – SPECIAL CONTRACT REQUIREMENTS**H.1 WAGE DETERMINATION (IAW FAR 22.1012-1)**

a. Upon receipt of applicable Service Contract Act Wage Determinations from Department of Labor, Wage and Hour Division, an amendment will be issued incorporating the wage determinations in to the solicitation and any resultant contract.

b. Contractors intending to perform at other than Government-furnished facilities, shall provide written notification of the intended places of performance to Contracting Officer, Pamela T. Lee, OS:A:P:C:B; 6009 Oxon Hill Road, 7th Floor; Oxon Hill, MD 20745 no later than 45 days following the release of this solicitation so the applicable wage determination(s) can be obtained.

H.2 IRSAP 1052.224-9000(c) DISCLOSURE OF INFORMATION -- SAFEGUARDS (JAN 1998)

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his/her employees with the following requirements:

All work shall be performed under the supervision of the Contractor or the Contractor's responsible employees.

Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the Contractor shall require prior written approval of the Internal Revenue Service. Requests to make such inspections or disclosures should be addressed to the IRS Contracting Officer.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output shall be given the same level of protection as required for the source material.

The Contractor certifies that the data processed during the performance of this contract shall be completely purged from all data storage components of his/her computer facility and no output will be retained by the Contractor at the time the Government work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any Government data remaining in any storage component will be safeguarded to prevent unauthorized inspection or disclosure.

Any spoilage or any intermediate hard copy printout which may result during the processing of Government data shall be given to the IRS Contracting Officer or his/her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and shall provide the IRS Contracting Officer or his/her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

No work involving information furnished under this contract will be subcontracted without the specific approval of the IRS Contracting Officer.

All computer systems processing, storing and transmitting tax data must meet or exceed computer access protection controls (C2). To meet C2 requirements, the operating security features of the system must have the following minimum requirements: a security policy, accountability, assurance and documentation. All security features must be available (object reuse, audit trails, identification/authentication and discretionary access control) and activated to protect against unauthorized use of and access to tax information.

Should a person (Contractor or subcontractor) or one of his/her employees make any unauthorized inspection(s) or disclosure(s) of confidential tax information, the terms of the Default clause (FAR 52.249-8), incorporated herein by reference, may be invoked.

H.3 IRSAP 1052.224-9000 (d) DISCLOSURE OF "OFFICIAL USE ONLY" INFORMATION SAFEGUARDS (DEC 1988)

Any Treasury Department Information made available or to which access is provided, and which is marked "Official Use Only", shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Disclosure to anyone other than an officer or employee of the Contractor or subcontractor at any tier shall require prior written approval of the Government. Requests to make such disclosure should be addressed to the IRS Contracting Officer.

H.4 IRSAP 1052.224-9001 (a) DISCLOSURE OF INFORMATION - CRIMINAL/CIVIL SANCTIONS (JAN 1998)

Each officer or employee of any person (Contractor or subcontractor) at any tier to whom returns or return information is or may be disclosed shall be notified in writing by the person (Contractor or subcontractor) that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person (Contractor or subcontractor) shall also notify each officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure plus the cost of the action. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n).

Each officer or employee of any person (Contractor or subcontractor) to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract and that inspection of any such returns or return information

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for a purpose or to an extent not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person (Contractor or subcontractor) shall also notify each such officer and employee that any such unauthorized inspection of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(I)(1), which is made applicable to Contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

H.5 IRSAP 1052.224-9001 (b) DISCLOSURE OF INFORMATION - “OFFICIAL USE ONLY” (DEC 1988)

Each officer or employee of the Contractor or subcontractor at any tier to whom "Official Use Only" information may be made available or disclosed shall notified in writing by the Contractor that "Official Use Only" information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such "Official Use Only" information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. Sections 641 and 3571. Section 641 of 18 U.S.C. provides, in pertinent part, that whoever knowingly converts to his use or the use of another, or without authority sells, conveys, or disposes of any record of the United States or whoever receives the same with the intent to convert it to his use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine or imprisoned up to ten years or both.

H.6 IRSAP 1052.224-9002 DISCLOSURE OF INFORMATION --INSPECTION (DEC 1988)

The Internal Revenue Service shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, the Contracting Officer may require specific measures in cases where the Contractor is found to be non-compliant with contract safeguards.

SECTION H – SPECIAL CONTRACT REQUIREMENTS**H.7 IRSAP 1052.204-9000 SECURITY SCREENING REQUIREMENTS FOR ACCESS TO SENSITIVE BUT UNCLASSIFIED SYSTEMS OR INFORMATION (MAR 1998)**

In addition to complying with any functional and technical security requirements set forth in the schedule and elsewhere in this contract, the Contractor shall request that the Government initiate personnel screening checks and provide signed user nondisclosure agreements, as required by this clause, for each contractor employee requiring staff-like access, i.e., unescorted or unsupervised physical access or electronic access, to the following limited or controlled areas, (a) systems, (b) programs and data. The immediate systems, programs and applications that apply, but are limited to contract requirements are:

- (a) Employee Resource Center
- (b) The Contractor shall submit a properly completed set of investigative request processing forms for each such employee in compliance with instructions to be furnished by the Contracting Officer or his/her designated representative.
- (c) Depending upon the nature of the type of investigation necessary, it may take a period up to several months to complete complex personnel screening investigations. At the discretion of the Government, background screening may not be required for employees with recent or current favorable Federal Government investigations. To verify the acceptability of a non-IRS, favorable investigation, the Contractor shall submit the forms or information needed, according to instructions furnished by the Contracting Officer.
- (d) When contractor employee access is necessary prior to completion of personnel screening, each contractor employee requiring access may be considered for escort access. The Contractor shall promptly submit all requests for approval for escort access to the Contracting Officer or his/her designated representative so as not to endanger timely contract performance.
- (e) The Contractor shall ensure that each contractor employee requiring access executes any nondisclosure agreements required by the Government prior to gaining staff-like access. The Contractor shall provide signed copies of the agreements to the Site Security Officer (SSO) for inclusion in the employee's security file. The name and location of the SSO shall be provided by the Government after contract award. Unauthorized access is a violation of law and may be punishable under the provisions of Title 5 U.S.C. 552a, Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.)(governing disclosures that could expose confidential Government

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agents); and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)) and other applicable statutes.

(f) The Contractor shall notify the Contracting Officers Technical Representative (COTR) or the Site Security Officer no later than the end of the day of the termination for cause of an authorized employee's access. The Contractor shall notify the COTR no later than ten days after an authorized employee no longer requires access for any other type of termination. Verbal notifications shall be confirmed in writing within thirty days.

H.8 IRSAP 1052.204-9001 IDENTIFICATION/BADGING REQUIREMENTS (MAR 1998)

During the period of this contract, access to IRS facilities for contractor representatives shall be granted as deemed necessary by the Government. All contractor employees whose duties under this contract require their presence at any Treasury, or Treasury bureau, facility shall be clearly identifiable by a distinctive badge furnished by the Government. In addition, corporate identification badges shall be worn on the outer garment at all times. It is the sole responsibility of the Contractor to provide this corporate identification. Upon the termination of the employment of any contractor personnel working on this contract, all government furnished identification shall be returned to the issuing office. All on-site contractor personnel shall abide by security regulations applicable to that site.

H.9 IRSAP 1052.209-9001 ORGANIZATIONAL CONFLICTS OF INTEREST (APR 1999)

(a) Purpose. The purpose of this clause is (1) to ensure that the Contractor is not biased because of conflicting roles in financial, contractual, organizational, or other interests which relate to the work to be performed under this contract, and (2) to ensure the Contractor does not obtain any unfair competitive advantage over other parties as a result of its work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as the "Contractor") in any activities related to this contract. The term contractor includes the prime contractor, subcontractors, mentors, joint-ventures, consultants, or any others acting in a similar capacity.

(c) Reporting. The Contractor shall immediately report to the Contracting Officer any conflicts or potential conflicts that arise during the performance of work under this contract, including those that may surface at the subcontract level. Once reported, the Contracting Officer may terminate the contract for convenience if such an action is in the best interest of the Government. However, should there be any misrepresentation of facts in reporting an OCI or a potential OCI, at the prime or subcontract level, or a complete failure to report such, the

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Contracting Officer may impose the remedies provided in subparagraph (f) of this clause.

(d) Restrictions.

(1) The Contractor shall not be eligible to participate in Internal Revenue Service contracts, subcontracts, or proposals which stem directly from the Contractor's performance of work under this contract, for a period of 2 years after the completion of this contract to the extent that such work would create a conflict of interest as defined in FAR 9.5, Organizational and Consultant Conflict of Interest, that cannot be mitigated as described in FAR 9.5.

(2) The Contractor shall not perform any advisory or assistance services work under this contract for a period of 2 years, that results in a conflict of interest as defined by FAR 9.5, Organizational and Consultant Conflict of Interest, that cannot be mitigated as described by FAR 9.5, unless directed to do so by the Contracting Officer, if the Contractor has been or is substantially involved in the developing or marketing of its products or services or the products or services of another firm.

If, under this contract, the Contractor prepares a statement of work or specifications to be used in competitive acquisitions, that results in a conflict of interest as defined by FAR 9.5, Organizational and Consultant Conflict of Interest, that cannot be mitigated as described by FAR 9.5, the Contractor shall be ineligible to perform or participate, in any capacity, in any acquisition which is based on said statement of work or specification for a period of 2 years.

(e) Subcontracts. The Contractor shall include a clause, substantially similar to this clause, including this subparagraph, in all subcontracts (including purchase/delivery orders), teaming arrangements, and/or other agreements calling for the performance of work related to this contract unless exempted in writing by the Contracting Officer.

(f) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict at the time of or after award, the IRS may terminate the contract for default, disqualify the Contractor from subsequent related efforts, and pursue such other administrative remedies as may be permitted by law or other terms and conditions of this contract.

H.10 IRSAP 1052.239.9007 – Access, Use or Operation of IRS Information Technology (IT) Systems by Contractors

In performance of this contract, the contractor agrees to comply with the following requirements and assume responsibility for compliance by his/her employees:

1. IRS Information Technology Security Policy and Guidance.
All current and new IRS contractor employees authorized staff-like (unescorted) access to

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Treasury/IRS owned or controlled facilities and information systems, or work, wherever located, on those contracts which involve the design, operation, repair or maintenance of information systems and access to sensitive but unclassified information shall comply with the IRS Information Technology Security Policy and Guidance, Internal Revenue Manual (IRM) 25.10.1. A copy of IRM 25.10.1 may be requested from the contracting officer or Contracting Officer Technical Representative (COTR). Notice: The IRS Policy 87-04 which authorizes limited personal use of IT systems by IRS employees does not apply to contractor employees.

2. Access Request and Authorization.

Within (10) calendar days after contract award, issuance of a task order or other award notice, or acceptance of new or substitute contractor employees by the COTR, the contractor shall provide the COTR a list of names of all applicable contractor employees and the IRS location(s) identified in the contract for which access is requested. A security screening, if determined appropriate by the IRS and in accordance with IRM 1.23.2, Contractor Investigations, and Treasury Directive Policy (TD P) 71-10, Chapter II, Section 2, will be conducted by the IRS for each contractor employee requiring access to IRS' IT systems, or as otherwise deemed appropriate by the COTR. The Government reserves the right to determine fitness of a contractor employee assigned staff-like access under a contract and whether the employee shall perform or continue performance under the contract. Security screenings of contractor employee which reveal the following may be unacceptable under this contract: conviction of a felony, a crime of violence or a serious misdemeanor, a record of arrests for continuing offenses, or failure to file or pay Federal income tax (not an inclusive list). Upon notification from the National Background Investigations Center (NBIC) of an acceptable contractor employee security screening, the COTR will complete an Online 5081, Information System User Registration/Change Request, for each prime or subcontractor employee and require an electronic signature from each employee indicating the contractor employee has read and fully understands the security requirements governing access to the Service's IT systems. IRS approval of the Online 5081 is required before a contractor employee is granted access to, use or operation of IRS IT systems. IRM 25.10.1 includes more detailed information on the Online 5081.

3. Contractor Acknowledgement.

The contractor also acknowledges and agrees that he or she understands that all contract employees must comply with all laws, IRS system security rules, IRS security policies, standards, and procedures. The contractor also acknowledges that a contract employee's unsanctioned, negligent, or willful violation of the laws, IRS system security rules, IRS security policies, standards, and procedures may result in the revocation of access to IRS information technology systems, immediate removal from IRS premises and the contract, and for violations of Federal statute or state laws, the contract employee may be arrested by Federal law enforcement agents.

SECTION H – SPECIAL CONTRACT REQUIREMENTS**4. Unauthorized Use of IRS Resources**

Contractor employees shall not use IRS information technology equipment/resources for activities that are personal in nature or illegal. Other types of actions that are unauthorized include but are not limited to:

- (a) Creating, copying, transmitting, or retransmitting greeting cards, screen savers, video, sound (including streaming video or music) or other large file attachments; subscribing to unofficial LISTSERVs or other services that create a high-volume of email traffic, or using e-mail practices that involve ongoing message receipt and transmission (referred to as instant messaging/messenger). Using “Push” technology on the Internet, (e.g. subscribing to a service, not authorized by the IRS, that gathers information and sends it out automatically to subscribers), and continuous data streams such as streaming stock quotes are inappropriate uses.
- (b) Accessing personal e-mail accounts such as AOL or Hotmail through the IRS Internet firewall, hacker’s information or tools, chat rooms (involving instant messaging) or gambling sites;
- (c) Creating, downloading, viewing, storing, copying, or transmitting sexually explicit or sexually oriented materials such as adult pornography;
- (d) Downloading, copying, and/or playing of computer video games;
- (e) Posting agency information to external news groups, bulletin boards or other public forums without authorization; and
- (f) Accessing child pornography, bondage and bestiality, obscenity or other types of images that violate criminal law.

Any unauthorized use may be reported to the Contracting Officer’s Technical Representative (COTR), the Contracting Officer, and the Department of Treasury Inspector General for Tax Administration (TIGTA).

5. Replacement Personnel.

Replacement personnel must be acceptable to the COTR. The contractor shall agree to remove the person assigned within one day of official notification by the Government and provide a replacement within five days. New hires or substitutions of personnel are subject to an acceptable IRS security screening conducted by the IRS National Background Investigation Center (NBIC), prior to being authorized access to IRS facilities and information systems.

SECTION H – SPECIAL CONTRACT REQUIREMENTS**6. Monitoring Notification.**

IRS management retains the right to monitor both the content and the level of access of contractor employees' use of IRS IT systems. Contractor employees do not have a right, nor should they have an expectation, of privacy while using any IRS information technology system at any time, including accessing the Internet or using e-mail. Data maintained on government office equipment may be subject to discovery and Freedom of Information Act requests. By using government information technology systems, consent to monitoring and recording is implied with or without cause, including (but not limited to) accessing the Internet or using e-mail or the telephone. Any use of government information technology systems is made with the understanding that such use is generally not secure, is not private and is not anonymous.

7. Subcontracts.

The Contractor shall incorporate this clause (IRSAP 1052.239.9007 – Access, Use or Operation of IRS Information Technology (IT) Systems by Contractors) in all subcontracts, subcontract task or delivery orders or other subcontract performance instrument where the subcontractor employees will require access, use or operation of IRS information technology systems.

H.11 SUBCONTRACTING

Pursuant to the clause in Section I cited as FAR 52.215-2, "Audits and Record-Negotiation", the Government has the right to audit the SP and any subcontractor(s) selected. The SP is responsible for any subcontractor(s) selected and shall inform all subcontractor(s) of the Government's right to audit. This clause in no way conflicts with the provision regarding subcontracting required by Public Law 95-507 and included in Section I cited as FAR 52.244-2, "Subcontracts".

H.12 KEY EMPLOYEE PERSONNEL

The key personnel listed below are considered essential by the Government and to the work being performed under this contract and shall not be replaced or substituted for the first 180 days after award. The key personnel assigned to or utilized by the SP in the performance of this contract must be available to the Government on a full time basis. The SP shall propose any/all labor categories to include key personnel necessary to accomplish the requirements of this contract.

Program Manager
Project Leaders

Substitution of Personnel: If any changes in proposed key personnel should occur during actual performance, notwithstanding the provision contained at Section G.1.3 prior to diverting any of the specified individuals to other programs or when a specified individual is terminating his

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employment, the SP shall notify the CO in writing within 24 hours. The SP shall submit justification with a proposed substitute whose qualifications are equal to or greater than the person being replaced, along with a 1-2 page introductory summary in sufficient detail to permit evaluation within 10 calendar days of notification of a substitution.

The advance notification shall be delivered to the CO no less than two weeks prior to any termination or planned transfer of specified individuals. No diversion of key personnel shall be made by the SP without the written consent of the CO. This clause may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

The SP shall substitute all other personnel when required. Substitution of employee personnel shall be without degradation to service and disruption to customer support.

Employee personnel assigned to or utilized by the SP in the performance of this contract must be available to the Government on a full time basis.

H.13 SYSTEM/SERVICE IMPROVEMENTS

During the performance of this contract, the Government may solicit, and the Contractor is encouraged to independently propose improvements to the system, services, or other contract requirements. These improvements, which must be within the general scope of this contract, may be proposed for technology enhancement, technology renewal, or for any other purpose which presents a system or service performance advantage to the Government. Improvements in technology which better provides for the needs of employees/users with disabilities is especially encouraged.

At a minimum, any proposal submitted by the SP pursuant to this clause shall include the following information:

- A statement to the effect that the proposal is being submitted pursuant to this clause;
- A detailed technical description of the proposed changes;
- A detailed comparison between the existing contract requirements and the proposed changes, including the advantages and disadvantages of each;
- An itemized list of each contract requirement, including any delivery schedules or completion dates that would, in the SP's opinion, be effected by the proposed changes;
- An estimate of any change (increase or decrease) to the contract's price, including any related cost, such as operation;
- An estimate of the date by which the Government should accept the proposal in order to receive maximum benefits; and,
- The date until which the proposal is valid. (This date must provide reasonable time for the Government to review the proposal.)

The SP may withdraw, in whole or in part, any improvement proposal which is not accepted by

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the Government within the specified time for acceptance.

The CO shall accept or reject any improvement proposal by giving the SP written notice of such acceptance or rejection.

If the proposal is accepted, the CO shall issue a contract modification to incorporate any necessary changes into the contract, including any increase or decrease in the contract price. Such adjustment shall be made in accordance with the FAR clause 52.243-1, entitled "Changes-Fixed Price." However, the contract modification shall state this is entered into under the authority of this clause.

Unless and until the contract is modified in writing to incorporate any changes resulting from the Government's acceptance of an improvement proposal, the SP shall continue to perform in accordance with the contract's existing terms and conditions.

The CO's decision to accept or reject any improvement proposal shall be final and shall not be subject to the terms cited in Section I as FAR 52.233-1, "Disputes." Furthermore, the Government shall not be liable for the direct reimbursement of any proposal costs. In no event shall the Government be liable for any additional costs incurred by the SP due to the Government's delay in accepting or rejecting any improvement proposal.

The SP is requested to identify specifically any information contained in its improvement proposal which it considers confidential and/or proprietary and which it prefers not be disclosed outside the Government. The SP's identification of information as confidential and/or proprietary is for informational purposes only and shall not be binding on the Government. The SP is advised that such information may be subject to releases under the Freedom of Information Act (5 U.S.C. 552).

H.14 NONPAYMENT FOR UNAUTHORIZED WORK

No payments will be made for any unauthorized supplies or services, or for any unauthorized changes to the work specified herein. This includes any service performed by the SP of his own volition or at the request of an individual other than a duly appointed CO. Only a duly appointed CO is authorized to change the specifications, terms, and conditions in this contract.

H.15 INSURANCE - WORK ON A GOVERNMENT INSTALLATION

Not applicable to the Government MEO.

In accordance with FAR 52.228-5, "Insurance - Work on a Government Installation", in Section I, insurance of the following types and minimum amounts shall be procured and maintained during the entire period of performance under this contract:

- Workman's Compensation and Employer's Liability Insurance - as specified by applicable statute, but not less than \$100,000.
- General Liability Insurance - Bodily Injury Liability - \$500,000 per occurrence.

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- Automobile Liability Insurance - \$200,000 per person, \$500,000 per occurrence for bodily injury, \$20,000 per occurrence for property damage.

H.16 OBSERVANCE OF REGULATIONS/STANDARD OF CONDUCT AT GOVERNMENT INSTALLATIONS

When SP personnel are performing contract work at an IRS or other Government facility, they shall comply with all rules and regulations of the facility, including, but not limited to, rules and regulations governing security, controlled access, personnel clearances and conduct with respect to health and safety and to property at the site.

The SP shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The SP shall ensure that their employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones that are not in their privy of work, except as authorized.

In the event that the conduct or performance of any SP provided personnel is deemed unsatisfactory, the Government reserves the right to an immediate temporary replacement.

H.17 SP RESPONSIBILITY FOR ASSIGNED SPACE, EQUIPMENT, AND SUPPLIES

If, due to the fault or neglect of the SP, his agents, or employees, damage any Government property, equipment, stock or supplies, during the performance of this contract, the SP shall be responsible for such loss or damage and the Government, at its option, may either require the SP to replace all property or to reimburse the Government for the full value of the lost or damaged property.

The SP is responsible for maintaining all assigned space(s) in a clean and orderly fashion during the course of this contract. See section C.3.

H.18 NEWS RELEASES AND ADVERTISING OF THE CONTRACT

The SP agrees not to refer to this contract award in news releases or commercial advertising in such a manner as to state or imply that the system, product, or service being provided under the contract is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

Under no circumstances shall the SP, or anyone acting on behalf of the SP, refer to the system, product, or service being provided under the contract in any news release or commercial advertising without first obtaining explicit written consent to do so from the CO. Should any such news release or commercial advertising be made by or on behalf of the SP without such consent first being so obtained, the Government will consider institution of all remedies available under the provision of this contract.

SECTION H – SPECIAL CONTRACT REQUIREMENTS**H.19 SECTION 508 REQUIREMENTS**

The WTMS shall be Section 508 compliant; guidance is provided at www.section508.gov.

In addition, the SP must provide a comprehensive list of all offered specific electronic and information technology (EIT) products (supplies and services) that fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194. The SP must clearly indicate where this list with full details of compliance can be found (e.g., vendors or other exact web page location). The SP must ensure that the list is easily accessible by typical users beginning five calendar days after award. The SP must maintain this detailed listing of compliant products for the full contract term, including all forms of extensions, and must ensure that it is current within three calendar days of changes to his product line.

The SP must ensure that all EIT products that are less than fully compliant are offered pursuant to extensive market research, which ensures that they are the most compliant products and services available to satisfy this solicitation's requirements.

For every EIT product accepted under this contract by the Government that does not comply with 36 CFR Part 1194, the SP shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either the planned refresh cycle of the product or service, or on the contract renewal date, whichever shall occur first.

H.20 REPRESENTATION OF COMPLIANCE WITH THE ELECTRONIC AND INFORMATION TECHNOLOGY STANDARDS (May 2001)

(a) Submission of the representation referenced in paragraph (b) and (c) is a prerequisite imposed by 36 CFR 1194 for making or entering into this contract.

(b) The offeror represents that the products and services offered in response to this solicitation comply with the Electronic and Information Technology Accessibility Standards at 36 CFR 1194.

(c) The offeror further represents that all EIT products and services that are less than fully compliant are offered pursuant to extensive market research, which ensures that they are the most compliant products and services available to satisfy this solicitation's requirements.

H.21 RIGHT-OF-FIRST-REFUSAL FLOW DOWN

Contract clause FAR 52.207-3, Right of First Refusal, shall be a flow down requirement for all subcontractors.

SECTION H – SPECIAL CONTRACT REQUIREMENTS**H.22 GOVERNMENT-FURNISHED PROPERTY**

The SP shall comply with the applicable policies and procedures provided in FAR Part 45. The SP shall establish and enforce suitable penalties for employees who use or authorize the use of Government equipment for other than performance of Government contracts and provide the SP's established penalties in writing to the CO at least 30 days prior to contract start date.

H.23 PERFORMANCE MEASUREMENTS

Throughout the period of performance for this requirement, the Government will evaluate the Service Provider's contract performance pursuant to the performance requirements outlined in Section C of this contract. Performance measures will be evaluated in a systematic method as established in the Government's Quality Assurance and Surveillance Plan (QASP). Further, the QASP will be supplemented and coordinated with the SP approved Quality Control Plan (QCP).

H.24 SUBSTITUTION OR ADDITION OF PERSONNEL

- (a) The SP agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required in Section L to fill the requirements of the contract. No substitution or addition of personnel shall be made except in accordance with this clause.
- (b) The offeror agrees that during the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (d) below.
- (c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.
- (d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer, at least fifteen (15) days prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications equal to or higher than the qualifications of the person being replaced.
- (e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required for paragraph (d) above. The

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additional personnel shall have qualifications greater than or equal at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price to compensate the Government for any delay, loss or damage as a result of the contractor's action.

H.25 POST-AWARD CONFERENCE

The Service Provider (SP) shall attend a post-award conference at (TO BE DETERMINED), prior to the commencement of the phase-in period. The purpose of the conference is to highlight essential contract requirements, coordinate implementation timelines, and answer questions that SP may have prior to commencement of work. The SP shall submit any questions in writing to the Contracting Officer.